

RQS FORMRequesting
Qualifications SubmittalMISSOURI DEPARTMENT OF
TRANSPORTATION
GENERAL SERVICES
830 MoDOT DRIVE – P.O. BOX 270

REQUEST NO.	RQS 6-050720		
DATE	June 17, 2005		
PAGE NO.	1	NO. OF PAGES	17

VENDOR QUALIFICATIONS AND PRICING, SUBJECT TO THE
ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE
UNTIL**3:00 P.M. C.D.T., July 20, 2005**AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SERVICES.**PRICING TO BE BASED ON THE SERVICES
REQUESTED AS NOTED ON THE ATTACHED
DOCUMENTS**Services to be provided to MoDOT's Central Office
Human Resources Division located in Jefferson City,
Missouri

SIGN AND RETURN BEFORE TIME SET FOR OPENING.

BUYER: FRANKIE J. RYAN**BUYER TELEPHONE: 573-522-9481****SERVICES****Missouri Department of Transportation's
EMPLOYMENT RECRUITMENT
SERVICES**See attached scope of services and the
Standard and Special Terms and Conditions.Vendor will need to submit documentation of
qualifications as noted in the "VENDOR'S
QUALIFICATIONS AND DOCUMENT
SUBMITTALS" and "METHOD OF
PERFORMANCE" sections of this
solicitation.**NOTE TO VENDOR***The Vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The Vendor should review the attached Terms and Conditions. No contract work will be requested of a vendor until all documentation has been submitted, verified, and approved by the MHTC or its designee.***(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)***In compliance with the above RQS, and subject to all conditions thereof, the undersigned Vendor agrees to furnish and deliver any or all the items on which prices were quoted within the time frame specified by MoDOT's designee and agreed to by the Vendor.***Date:** _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____**Firm Name:** _____
Address: _____

By (Signature): _____
Type/Print Name _____
Title: _____

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED, SIGNED, AND RETURNED WITH SUBMITTAL:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year

MISSOURI DEPARTMENT OF TRANSPORTATION
SCOPE OF SERVICES

EMPLOYMENT RECRUITMENT SERVICES
Requesting Qualification Submittal (RQS) 6-050720

GENERAL

The Missouri Highways and Transportation Commission (hereinafter referred to as MHTC) intends to secure contracts with multiple service vendors for Employment Recruitment Services for selected MHTC job openings.

The original and three (3) copies, ***for a total of four (4) sets***, of your sealed written response must be received on or before 3:00 p.m., Central Daylight Time (C.D.T.), July 20, 2005, at the office of:

Ms. Frankie Ryan
Missouri Department of Transportation
General Services - Procurement
830 MoDOT Drive; P.O. Box 270
Jefferson City, MO 65102
Email: frankie.ryan@modot.mo.gov

All documents must be sealed and should be clearly marked **"Employment Recruitment Services"**.

Any pre-submission question(s), comment(s), concern(s) or request(s) for clarification regarding the RQS or submittal requirements shall be submitted by facsimile transmission (fax), electronic mail (e-mail), telephone, or in writing, to Ms. Ryan as noted above. **All requests for additional information must be received no later than 2:00 p.m., July 11, 2005.** Responses to the questions will be posted on MoDOT's website at http://www.modot.mo.gov/business/contractor_resources/NonHighway-ConstructionBids.htm in the form of a written addendum. **It is anticipated that this particular addendum will be issued approximately seven (7) calendar days prior to the proposal due date.**

MoDOT intends to enter into one (1) year contracts with multiple vendors in various locations for Employment Recruitment Services. Upon MoDOT's sole discretion, the contracts may be extended for two (2) one-year contract periods. MHTC also reserves the right to reject any and all responses for any reason whatsoever, and then either reissue another RQS, issue another type of solicitation, or discontinue the project.

The MHTC reserves the right to obtain services from the Vendor when it is deemed to be in the best interests of MoDOT. Further, the MHTC reserves the right to conduct employment recruitment services in-house without utilizing the services of the Vendor, as deemed to be in the best interests of MoDOT.

GENERAL SERVICE REQUIREMENTS

The contractor shall provide all employment recruitment services, including any equipment and supplies, for the purpose of providing qualified applicants for various job openings throughout MoDOT. MoDOT may utilize the Employment Recruitment Services to fill the following positions: Business Unit Leader, Division Unit Leader, and District Management positions.

Position categories may also include, but are not limited to, Chief Engineer, Chief Financial/Administrative Officer, Director of Audits and Investigations, Director of Systems Management, Director of Program Delivery, Community Relations Director, General Services Director, Highway Safety Director, District Engineer, Assistant District Engineer, Assistant to the District Engineer, as well as Directors and Assistant Directors of Divisions and other leadership positions as may be determined by MoDOT.

The contractor shall coordinate its services with MoDOT's Human Resources Division (HRD). MoDOT's Human Resources Director is designated as MHTC's representative for the purpose of administering the provisions of the Agreement. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement.

The contractor must cooperate in periodic and/or random audits which may be required and authorized by MoDOT, the State Auditor's Office, or any other party authorized by MoDOT. The contractor will be given reasonable notification (at least one week before the audit). The contractor shall participate in audits at no additional charge to MoDOT.

The contractor shall agree and understand that MoDOT intends to utilize the contractor's services for Employment Recruitment Services. Please see the section below titled "Contract Award and Use of Contracted Services" for additional information.

The contractor must monitor the quality of service provided through the contractor's location(s) and must take necessary steps to ensure that only MoDOT approved services are being performed by the contractor.

All contractors must agree to follow established guidelines and procedures. Such guidelines and procedures shall include, but not be limited to:

1. The Vendor agrees to provide the Employment Recruitment Services to fill executive level positions within MoDOT as determined by the HRD, as requested in the MHTC's RQS, at the fee schedule quoted on the attached **Pricing Page**, in accordance with the terms and conditions of the RQS and information submitted by the Vendor in response to this RQS.
2. The contractor shall not use or disclose, at any time during or after the termination of this contract, any information discovered or developed without the express written consent of MoDOT.
3. Any and all reports related to this contract shall be submitted to MoDOT through the Human Resources Division.

SPECIFIC SERVICE REQUIREMENTS

To fill executive positions, or other positions as determined by HRD, the successful Vendor will be expected to perform the following:

1. The successful Vendor shall advise the HRD on appropriate executive selection processes and procedures to be used.
2. The successful Vendor shall develop a position description of the available position. The position description must include a listing of the minimum experience and education qualifications and the criteria and specifications for the available position.
 - a. In the development of the position description, the successful Vendor shall seek and utilize input from the HRD, and other groups and individuals identified by the HRD.
 - b. The successful Vendor must submit the completed position description to the HRD for approval **within five (5) working days** after receipt of a written request for services for a specific position search. The HRD shall have the right to require changes, additions, and/or deletions to the position description in order to ensure a comprehensive and accurate position description.
 - i. **NOTE:** If the Vendor cannot submit the required position description within the five (5) work day time period required by MoDOT, then MoDOT reserves the right to request executive recruitment services from another vendor on the awarded vendors list. This selection shall continue until either MoDOT obtains the services of a listed awarded vendor or makes the determination to use in-house recruiting services.
3. Upon approval of the position description, the successful Vendor shall actively recruit qualified candidates for the available position.
 - a. The successful Vendor shall submit to the HRD the proposed search procedures that will be employed to recruit the candidate(s). The HRD reserves the right to modify the search procedures to be utilized.
4. The successful Vendor shall provide one copy of all resumes received from those candidates meeting the position qualifications to the HRD. The HRD shall maintain the resumes in a secure location.
5. The successful Vendor shall review the resumes from the pool of candidates and shall narrow the pool of candidates to a pre-determined number of semi-finalists, as determined by the HRD. The successful Vendor's selection of the

semi-finalists shall be based upon the candidates qualifications, their ability to meet the needs detailed in the position description and their interest in the position including their willingness to work in the desired location. The successful Vendor must conduct a preliminary screening of the background and references of each semi-finalist.

- a. If requested by the HRD, the successful Vendor shall add one or more specific candidates to the pool of semi-finalists.
6. Within **six (6)** weeks of HRD's approval of the position description, or at a pre-determined time agreed to by both parties, the successful Vendor shall officially identify the semi-finalists. The successful Vendor shall provide a copy of each semi-finalist's resume and screening information to the HRD. The successful Vendor shall report on the qualifications of each semi-finalist and shall facilitate a discussion concerning the semi-finalists for the HRD. This may be performed in person, at the HRD office or by telephone. Determination of the process to be used is at the discretion of the HRD.
7. After reviewing the resumes and screening information of the semi-finalists, the HRD will narrow the field to approximately three (3) finalists.
8. Following the narrowing of the candidate pool to the finalists, the successful Vendor shall organize and schedule interviews with each of the finalists. In addition, the successful Vendor shall conduct a thorough screening of the finalists, including conducting background and reference checks on each finalist. The successful Vendor shall provide a copy of the additional screening information obtained on the finalists to the HRD.
 - a. The successful Vendor shall make all travel arrangements necessary for the finalists to attend the interviews, in accordance with instructions and guidelines provided by the HRD. MoDOT shall be responsible for the payment of the candidate's travel expenses.
9. Following the selection of the preferred candidate, the successful Vendor shall draft a letter to be sent to each unsuccessful candidate, for review by the HRD. The letter shall express appreciation for their interest in the position. Upon approval of the HRD, the successful Vendor shall send the letter to each unsuccessful candidate.
10. The successful Vendor shall agree and understand that the HRD is under no obligation to select an individual from the pool of candidates provided by the Vendor.
11. Upon the hiring of a successful candidate, the successful Vendor guarantees continued employment of this individual from his/her start date, to continue for twelve (12) consecutive months, or Vendor will replace that person on an expenses-only basis.
12. If the HRD determines that any of the finalists interviewed are qualified for an additional position within the agency, the successful Vendor shall allow for the hiring and placement of said finalist at a percentage or an amount not to exceed, and as provided on the **Pricing Page**, for the additional placement.
13. Any identified candidate(s) referred to MoDOT shall be available for interview and/or hire, at no charge to the MHTC, ninety (90) days after the date of the initial interview.

CONFIDENTIALITY

The Contractor shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Contractor shall notify MHTC immediately of any request for such information.

CONTRACT PRICE & INVOICES

All prices shall be firm and fixed. The Department shall not pay nor be liable for any other additional costs including but not limited to insurance, interest, penalties, termination payments, attorney fees, etc.

The contractor shall submit an invoice to MoDOT at the address to be specified by the HRD designee. The contractor shall submit an invoice at each of the following intervals: (1) upon the HRD's approval of the position description, (2) following the identification and reporting on the semi-finalists, and (3) following selection and acceptance by the successful candidate. Upon successful completion of the recruitment services related to each of the identified intervals, the contractor shall be paid

in accordance with the applicable guaranteed not-to-exceed total prices stated on the **Pricing Page**. Payment for all services required herein shall be made in arrears.

Other than the payments specified above, no other payments or reimbursements shall be made to the contractor.

CONTRACT PERIOD

The contract period is anticipated to begin from the issuance date of the MHTC's written notice to proceed to the contractor and to continue for one (1) calendar year from that date. MoDOT shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, *or any portion thereof*. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period.

VENDOR'S QUALIFICATIONS AND DOCUMENT SUBMITTALS

In addition to pricing, the Vendor shall submit documentation outlining the following:

1. The Vendor's principal recruitment employees to be engaged in executive recruitment services on behalf of the MHTC must have a minimum of three (3) years of successful experience with conducting national searches and recruitments as outlined in the solicitation. In particular, the Vendor's principal recruitment employees engaged in providing these services must have experience with search and recruitments as noted below. ***NOTE:*** Vendor must submit all documentation outlining the ability of the Vendor's principal recruitment employees to provide the below listed services and so that MHTC can verify the Vendor's principal recruitment employees past experience in providing the services outlined in this RQS.
 - a. Search and recruitment engagements that have resulted in the successful selection, placement and retention of Executives, and similar positions as described in this RQS as demonstrated by length of service and other factors. Provide the dates of the service/contract, the name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted.
 - b. Search and recruitment for Executives and similar positions as described in this RQS of state governmental agencies and experience and understanding of the unique factors involved with governmental management positions. Provide the dates of the service/contract, the name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted.
 - c. Documented and demonstrated success in providing diverse applicant pools in the search and recruitment activities. Provide the dates of the service/contract, the name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted.
 - d. In particular, the Vendor should document the Vendor's principal recruitment employees experience in the following areas:
 - i. Experience in conducting national searches and recruitments for similar scope of services described herein that are comparable in size and scope.
 - ii. Search and recruitment engagements that have resulted in the successful selection, placement, and retention of executive positions and similar positions described in this RQS, as demonstrated by length of service and other factors.
 - iii. The Vendor shall demonstrate the Vendor's principal recruitment employees experience and understanding of the unique factors as stated in job descriptions provided.
 - e. The documentation should include a list of the agencies which your company has served or currently serves.
 - i. The Vendor shall provide, on **Exhibit A** or in any other similar format, the information related to previous and current services/contracts performed by the Vendor's organization and any proposed subcontractors which are similar to the requirements of this RQS. In addition, the Vendor shall obtain the signature of the contact person referenced on the Exhibit verifying that

the information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the Vendor for the contact person's company.

2. Throughout the recruitment process, the successful Vendor shall be available to the HRD to discuss and answer questions and provide general advice. Vendor must submit documentation outlining the ability of the Vendor to provide this service to the MHTC.
3. The successful Vendor shall maintain as confidential all resumes, screening information gained through background and reference checks, and all other information gained. Vendor must submit documentation outlining the ability of the Vendor to provide this service to the MHTC.
4. Unless otherwise specified herein, the successful Vendor shall furnish all material, labor, facilities, equipment and supplies necessary to perform the services required herein. Vendor must submit documentation outlining the ability of the Vendor to provide this service to the MHTC.
5. Indicate the name, location, telephone number, fax number and email address of the primary contact person for the Vendor.
6. Indicate the name(s) of all personnel who will deliver contracted services.
 - a. The personnel proposed by the Vendor to perform the services outlined in this RQS, whether from the Vendor's organization or from a proposed subcontractor, will need to demonstrate the ability to provide the services outlined in this solicitation. Therefore, the Vendor shall submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
 - b. The Vendor may utilize **Exhibit B** for summarizing the personnel information and shall submit detailed resumes for proposed key recruitment personnel.
 - c. Resumes shall be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts/performing services of a similar size and scope to the requirements of this RQS.
 - d. Information submitted shall clearly identify previous experience in performing similar services and shall include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the person's involvement in that project will relate to the person's ability to provide executive recruitment services to the State of Missouri.
 - e. If personnel are not yet hired, the Vendor shall provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

METHOD OF PERFORMANCE

The Vendor should also provide a sequential step-by-step description of the various search and recruitment activities proposed (e.g. develop position description including input from the HRD, specific recruitment activities, review of the resumes, selection of semi-finalists, screening process, and interview process) and the timeframe required to perform each activity. In addition, the Vendor shall specify the personnel proposed to perform each activity and the number of work hours each person will be working on that particular event.

The Vendor should present a written narrative which demonstrates the method or manner in which the Vendor proposes to satisfy the requirements of the Scope of Services. The language of the narrative shall be straightforward and limited to facts, solutions to the problems, and plans of proposed action as well as the timeline for completion. The method by which the proposed method of performance is written is left to the discretion of the Vendor.

1. **Exhibit C**, Schedule of Events, may be helpful in presenting such data and may be used by the Vendor. In the event of overlapping or concurrent tasks, the use of the graphic chart (PERT, bar, line, etc.) is recommended.
 - a. The Vendor is advised that the assigned tasks may be compared with the qualifications of the personnel.
2. The Vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of service personnel to management and to support personnel should be clearly illustrated.

- a. The organizational chart should include the names of the personnel and the working titles of each.
 - b. The organizational chart should include information about any proposed subcontractors including management, supervisor, and other key personnel.
3. Along with a detailed organizational chart, the Vendor should describe how services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.

INTERVIEW CONFERENCE

After an initial screening process, a technical question and answer conference, interview or oral presentation may be conducted, if deemed necessary to clarify or verify the Vendor's submitted documentation and to develop a comprehensive assessment of the documentation submitted.

MHTC's DIVERSITY PLAN

The Missouri Department of Transportation's Diversity Plan identifies our purpose as one that is in place to develop, implement, monitor, and evaluate Equal Employment Opportunity (EEO) and Affirmative Action (AA) programs. The Plan is a set of result-oriented policies, programs, and procedures designed to prevent discrimination and to promote employment opportunities for minorities and females. The Plan is an integral part of the department's daily activities and is supported by the MHTC and executives, managers, supervisors, and employees of the department. The Vendor is expected to perform its recruitment services as outlined in this RQS, in accordance with that plan.

RESPONSIBILITY TO SUBMIT INFORMATION

The Vendor is cautioned that it is the Vendor's sole responsibility to submit information related to the requirements of this RQS and that MHTC's representative is under no obligation to solicit such information if it is not included with the Vendor's documentation. Failure of the Vendor to submit such information may cause an adverse impact on the MHTC's decision on whether or not to use the services of the Vendor.

CONTRACT AWARD AND USE OF CONTRACTED SERVICES

It is the intent of the MHTC to award contracts to all Vendors meeting the business criteria published as a part of this solicitation. However, the right is reserved to reject any and all pricing submittals or award the contracts based on the best interest of the Department. Any award of this solicitation does not constitute final acceptance of all submitted documents by the MHTC.

The MHTC reserves the right to reissue this solicitation at any time throughout the contract period in order to obtain the services of additional executive recruitment service vendors.

The MHTC does not guarantee that award of a contract to the Vendor will result in MHTC using the services provided by the Vendor. Use of Vendor services will be determined as follows:

1. The HRD will determine which Vendor(s) may provide the specialized recruitment services based on the type of position to be filled. A position criteria list will be matched to the Vendor that the HRD's designee determines can best meet the requirements of the list. Vendor pricing may not be the determining factor as to which Vendor may be chosen to provide the recruitment service.
2. The Vendor must be able to submit the completed position description to the HRD for approval **within five (5) working days** after receipt of a written request for services for a specific position search.
3. Upon determining the Vendor can provide the service within the above designated timeframe, the HRD's designee will contact the Vendor in writing to begin service delivery.
4. If there are two (2) or more vendors meeting the selection criteria noted above, the decision on which vendor to be chosen to provide the contracted services will reside with the HRD designee.

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Recruitment Services: The Vendor shall provide **a guaranteed not-to-exceed total price for each of the following intervals** within the recruitment process. *All costs associated with providing the required services shall be included* in the stated guaranteed not-to-exceed total prices.

In addition, the Vendor shall provide *an itemized breakdown* of each of the guaranteed not-to-exceed total prices detailing the services involved and the costs associated with the services.

001. Position Description Development	
	\$
	\$
	\$
	\$
	\$
Guaranteed Not-To-Exceed Total Price for <i>Position Description Development</i>	\$

002. Identification and Reporting on the Semi-Finalists	
	\$
	\$
	\$
	\$
	\$
Guaranteed Not-To-Exceed Total Price for <i>Identification and Reporting on the Semi-Finalists</i>	\$

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003. Selection and Acceptance of Successful Candidate(s)	
	\$
	\$
	\$
	\$
Guaranteed Not-To-Exceed Total Price for <i>Selection and Acceptance of Successful Candidate(s)</i>	\$

In addition, the Vendor shall provide an itemized breakdown of the additional services not mentioned in the RQS that the MHTC may take into consideration.

004. Miscellaneous Services	
Additional Placement of Finalist within 90 days (based on flat amount <i>or</i> percentage annual salary)	\$ Or %
	\$
	\$
	\$

In the event that MHTC exercises its options to renew the contract for two (2) additional one-year periods pursuant to the applicable provisions outlined in this document, the Vendor shall provide below the maximum percentage of increase or minimum percentages of decrease for each renewal period. The Vendor is cautioned that the percentages shall be computed against the **ORIGINAL** contract prices during renewal periods. Furthermore, the Vendor is advised that the MHTC does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

First Renewal Period _____ % of maximum increase and/or _____ % of maximum decrease

Second Renewal Period _____ % of Maximum increase and/or _____ % of maximum decrease

THIS SECTION SHOULD BE COMPLETED AND SIGNED

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (printed name): _____

(signature): _____

EXHIBIT A
PRIOR EXPERIENCE OF VENDOR

The Vendor shall copy and complete this form for each reference being submitted as demonstration of the Vendor and subcontractor's prior experience. In addition, the Vendor is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Vendor/Subcontractor Name:	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my company's association with the Vendor referenced above:

Printed Name of Reference Contact Person

Signature of Reference Contact Person

Date of Signature

EXHIBIT B
PERSONNEL EXPERTISE SUMMARY
(Also attach resumes for key personnel)

Personnel	Background and Expertise of Personnel
1. _____ (Name) _____ (Title)	
2. _____ (Name) _____ (Title)	
3. _____ (Name) _____ (Title)	
4. _____ (Name) _____ (Title)	
5. _____ (Name) _____ (Title)	
6. _____ (Name) _____ (Title)	
7. _____ (Name) _____ (Title)	

EXHIBIT C
SCHEDULE OF EVENTS

The Vendor shall briefly and sequentially describe various search and recruitment activities proposed (e.g. develop position description including input from the HRD or his/her designee, specific recruitment activities, review of the resumes, selection of semi-finalists, screening process, interview process, etc.).

"Completion Day" shall be specified as a certain number of days from date of written notification that contract services are required until completion of the specific task.

"Assigned Personnel" shall be identified by name rather than project title unless such personnel are yet to be hired.

"Work hours" shall indicate that time each assigned person will spend on the specific task. In the event of overlapping or concurrent tasks, a graphic chart (e.g., PERT) shall be attached.

Task or Event	Completion Day	Assigned Personnel	Work-Hours

Missouri Highways and Transportation Commission

Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.

- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Bidder/Offeror understands that this project involves state funds and the Bidder/Offeror awarded the contract will be required to comply with the Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subcontractors, if any, based on race, sex, religion, national origin, age, color, disability, or veteran status. The undersigned Contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.
- b. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- c. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.

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- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the

issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

- 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- a. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- b. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

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SPECIAL TERMS AND CONDITIONS

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Failure to Execute Contract

- a. Failure to execute the contract within **15 days** after the contract has been mailed to the Offeror shall be just cause for the cancellation of the award. The work may be readvertised and performed under contract or otherwise, as the Commission may decide.

Additional Requirements

- a. The following days shall be construed as **official holidays** under the terms of the contract::

January 1	New Year's Day
3 rd Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
3 rd Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
1st Monday in September	Labor Day
2nd Monday in October	Columbus Day
November 11	Veteran's Day
4th Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Cancellation of Contract – Failure to Perform

- a. If the Contractor fails to carry out the performance of the work to insure the completion of the services as outlined in the contract or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier of such delay, neglect or default. If, within ten (10) days after such notice the Contractor does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, the Department shall have full power and authority, without impairing the obligation of the Contractor under the contract, to take over the completion of the work and arrange for the services to be completed and the Contractor will be responsible for any additional costs incurred by the Department in obtaining the completion of the services.